

**CALIFORNIA**  
**Department of Health Services**  
**Office of AIDS**  
**HIV Education and Prevention Services Branch**

**Request for Applications**  
**Number 2007-09**  
**Statewide HIV/AIDS/STD Education and Prevention Programs**  
**African American HIV Prevention**  
**Technical Assistance and Capacity Building Project**

**September 15, 2006**

TABLE OF CONTENTS

SCHEDULE OF EVENTS ..... 3

I. INTRODUCTION..... 4

II PURPOSE OF REQUEST FOR APPLICATIONS (RFAs)..... 4

III. CONTRACT TERMS AND FUNDING ..... 5

IV. COST OF DEVELOPING APPLICATION ..... 5

V. QUESTIONS REGARDING THIS RFA OR DISCOVERY OF PROBLEMS OR ERRORS..... 5

VI. LETTER OF INTENT (MANDATORY) ..... 6

VII. PROGRAM CATEGORIES AND REQUIREMENTS..... 6

VIII. AGENCY CAPABILITY ..... 10

IX. APPLICATION SUBMISSION REQUIREMENTS ..... 10

X. REQUIRED CONTENT OF APPLICATION ..... 11

XI. APPLICATION SUBMISSION INSTRUCTIONS ..... 14

XII. APPLICATION EVALUATION PROCESS ..... 15

XIII. PRE-DECISIONAL SITE VISITS..... 17

XIV. NOTIFICATION OF INTENT TO AWARD..... 17

XV. DISPOSITION AND OWNERSHIP OF THE APPLICATION..... 18

XVI. CONTRACT AWARD APPEAL PROCEDURES..... 18

XVII.MISCELLANEOUS RFA INFORMATION..... 19

XVIII.CONTRACT TERMS AND CONDITIONS ..... 19

APPENDIX ..... 20

## Schedule of Events

<u>Event</u>	<u>Date</u>
RFA Release	September 15, 2006
Applicant's Teleconference Calls (Optional) October 10, 2006 from 11:00 a.m. to noon (PST) October 11, 2006 from 1:00 p.m. to 2:00 p.m. (PST) October 12, 2006 from 9:00 a.m. to 10:00 a.m. (PST)	
<div style="border: 1px solid black; padding: 5px; text-align: center;"> <b><u>CALL-IN INFORMATION</u></b>            Participants call into 1-866-709-4295            Participant Passcode: 1301447         </div>	
Answers to call questions posted on CDHS/OA website at <a href="http://www.dhs.ca.gov/aids">www.dhs.ca.gov/aids</a>	October 20, 2006
Deadline of Submitting Letter of Intent (Mandatory) <u>To be delivered by express mail only</u> <i>Hand delivery, USPS, facsimile and e-mail not accepted</i>	October 30, 2006
<b>Application Submission Deadline</b> <u>To be delivered by express mail only</u> <i>Hand delivery, USPS, facsimile and e-mail not accepted</i>	<b>November 15, 2006</b>
Pre-Decisional Site Visits (optional)	November 20-30, 2006
Release of Notice of Intent to Award	December 1, 2006
Appeal Deadline <i>To be delivered by express mail only</i> <i>Hand delivery, USPS, facsimile and e-mail not accepted</i>	December 15, 2006
Contract Start Date	January 1, 2007

**California Department of Health Services  
Office of AIDS  
HIV Education and Prevention Services Branch  
Request for Applications (RFA)**

**Statewide HIV/AIDS/STD Education and Prevention Programs**

**African American HIV Prevention  
Technical Assistance and Capacity Building Project**

**I. INTRODUCTION**

The California Department of Health Services, Office of AIDS (CDHS/OA) is the lead state agency in the effort to prevent and control human immunodeficiency virus (HIV) disease/acquired immunodeficiency syndrome (AIDS) in California. The mission of CDHS/OA is to assess, prevent, and interrupt the transmission of HIV and provide for the needs of infected Californians. The AIDS epidemic in California presents profound challenges to the State's public health system with over 141,500 cumulative AIDS cases reported since 1981. CDHS/OA estimates that 105,000 to 137,000 Californians are currently living with HIV or AIDS (including those living with HIV who are unaware of their infection), and approximately 6,500 new HIV infections occurring annually. The overall effort to prevent the spread of HIV disease has involved three essential strategies: (1) to educate the public about the risks of HIV/AIDS/sexually transmitted diseases (STDs) and how to prevent transmission, especially emphasizing risk reduction interventions for those at greatest risk for contracting HIV; (2) to offer free and widely available HIV counseling and testing; and (3) to provide early medical and psychosocial interventions for individuals infected with HIV/AIDS/STDs in order to decrease the risk of HIV/AIDS/STD transmission to others, through behavioral and medical interventions.

The CDHS/OA HIV Education and Prevention Services Branch funds local health jurisdictions (LHJs) to provide HIV/AIDS/STD prevention services throughout the state. LHJs have created local implementation groups (LIGs) composed of health department staff, representatives from community-based organizations (CBOs), and advocates for the communities they serve. LHJs work in collaboration with the LIG and may subcontract with CBOs to ensure that individuals at highest risk of HIV/STD infection receive HIV/AIDS/STD prevention services. In turn, these LHJs and their subcontractors require on-going training and technical assistance, up-to-date HIV/AIDS/STD materials distribution, access to an information hotline, and technical assistance to build stronger infrastructures.

**II. PURPOSE OF RFA**

The technical assistance and training addressed in this RFA is specialized and provided to ensure that community-based HIV/AIDS/STD prevention programs have the most current information to effectively prevent transmission of HIV/AIDS/STDs for African

American in California most at risk for HIV. These services are designed to: (1) build the capacity for prevention efforts targeting specific populations that are at high risk for HIV infection; (2) increase understanding of cultural issues that are barriers to an adequate response to HIV/AIDS/STDs hampering both prevention and treatment; and, (3) increase the capacity for ongoing planning, implementation, and evaluation of HIV prevention efforts.

### **III. CONTRACT TERMS AND FUNDING**

The term of the resulting contract will be from January 1, 2007, to December 31, 2009. All funding is contingent on the availability of state and federal HIV prevention funding. Funds from one fiscal year cannot be carried forward to a subsequent fiscal year. Maximum funding allocation for the African American HIV Prevention Technical Assistance and Capacity Building Project is \$400,000 annually.

California public and private non-profit organizations are eligible to apply for these funds.

### **IV. COST OF DEVELOPING APPLICATION**

The cost of developing applications is entirely the responsibility of the applicant and shall not be chargeable to the State of California or included in any cost elements of the application.

### **V. QUESTIONS REGARDING THIS RFA OR DISCOVERY OF PROBLEMS OR ERRORS**

If, upon reviewing this RFA, a potential applicant has any questions regarding this RFA, discovers any problems, including any ambiguity, conflict, discrepancy, omission, or any other error, the applicant shall immediately notify CDHS/OA through one of three applicant teleconferences. The calls are scheduled for:

October 10, 2006 from 11:00 a.m. to noon (PST)  
 October 11, 2006 from 1:00 p.m. to 2:00 p.m. (PST)  
 October 12, 2006 from 9:00 a.m. to 10:00 a.m. (PST)

#### **CALL-IN INFORMATION**

Participants call into 1-866-709-4295  
 Participant Passcode: 1301447

All questions and responses will be available on the CDHS/OA website at [www.dhs.ca.gov/aids](http://www.dhs.ca.gov/aids) by October 20, 2006. Specific inquiries determined to be unique to an applicant will be responded to the requestor only.

If a prospective applicant fails to notify CDHS/OA of any problem or question known to an applicant by the date indicated in this section, the applicant shall submit an

application at his/her own risk. Prospective applicants are reminded that applications are to be developed based solely upon the information contained in this document and any written addenda issued by CDHS/OA.

## **VI. LETTER OF INTENT (MANDATORY)**

Prospective applicants are required to submit a letter to CDHS/OA indicating that they intend to submit an application in response to the Statewide HIV/AIDS/STD Education and Prevention Program-African American HIV Prevention Technical Assistance and Capacity Building Project. The Letter of Intent must be typed on the agency's letterhead and signed by an official authorized to enter into a contractual agreement on behalf of the agency. The Letter of Intent must include the applicant's name, a name of the contact person at the agency, address, telephone and fax numbers, e-mail address of contact person, a brief description of the agency. The Letter of Intent must be postmarked by **5 p.m. on October 30, 2006, and mailed via express mail to:**

<b>Express Mail Address</b>
California Department of Health Services Office of AIDS MS 7700 1616 Capitol Avenue, Suite 616 Sacramento, CA 95814 RFA 2007-09 Attn: Reggie Caldwell

Hand delivery, facsimile, USPS mail, and e-mailed deliveries will not be accepted.

## **VII. PROGRAM CATEGORIES AND REQUIREMENTS FOR THE AFRICAN AMERICAN HIV PREVENTION TECHNICAL ASSISTANCE AND CAPACITY BUILDING PROJECT**

The following sections include complete descriptions of each category. Additionally, the applicant must state a plan to carry out the **Program Requirements as described in this Section** of this RFA. All activities and deliverables described must be addressed in the Program Description.

### *Background*

In 2003, CDHS/OA convened an African American Statewide HIV/AIDS Summit to bring together members of the African American community who were infected or affected by HIV/AIDS. Participants included health professionals, researchers, community members, clergy and state and other governmental representatives. The Summit made recommendations in the areas of advocacy and policy; research; workforce development; capacity building; and prevention and treatment information and resources. Following the Summit, CDHS/OA established the Statewide African American HIV Steering Committee, comprised of various community representatives.

The Steering Committee adapted the recommendations of the Summit in the development of the African American HIV Prevention Technical Assistance and Capacity Building Project.

Of new HIV infections in California, African Americans are disproportionately overrepresented. While African Americans comprise 6.7 percent of the state's population, they comprise more than 17 percent of all AIDS cases and more than 20 percent of reported HIV cases. These recent epidemiological trends indicate that gay men and other men who have sex with men (MSM) well as 20 to 44 year old women are at highest risk for HIV in the African American community.

This Project supports CDHS/OA's efforts to address the disproportionate impact of HIV/AIDS among African Americans by coordinating prevention and service networks and increasing the capacity of core service providers. The African American HIV Prevention Technical Assistance and Capacity Building Project proposes to develop and support networks of care and prevention coalitions in five designated regions: Alameda/San Francisco, Los Angeles, Sacramento/Central Valley, San Bernardino/Riverside, and San Diego. The African American HIV Prevention Technical Assistance and Capacity Building Project is not intended to provide direct services, but rather a mechanism to support and develop existing providers and foster organizational development that will result in measurable and improved capacity among organizations that provide direct services to African Americans. The African American HIV Prevention Technical Assistance and Capacity Building Project aims to establish a coordinated and systematic approach to addressing the health disparities among African Americans related to HIV/AIDS.

#### *Intended Target Audiences*

The intended audience is health care and social service providers who serve African Americans.

#### *Primary Objectives*

Develop, implement and evaluate the African American HIV Prevention Technical Assistance and Capacity Building Project, a technical assistance project, in the primary focus areas of (1) advocacy and policy; (2) research; (3) workforce development; (4) capacity building; and, (5) prevention and treatment information and resources.

### **Program Requirements**

#### **A. Program Activities**

##### **1. Service Directory**

- The contractor shall establish and maintain a repository of existing HIV prevention and care services that target African Americans in the five regions. This repository must be available electronically, interactive, and used as a resource to link clients and providers to services.

- The contractor shall identify and report gaps in services and resources to CDHS/OA.

## 2. Technical Assistance

- The contractor shall assemble and maintain a network of health experts, HIV/AIDS service providers, community-based organizations, and relevant public and private sector stakeholders to support capacity building for community-based programs;
- The contractor shall coordinate technical assistance activities to improve the efficacy of local specific providers. These areas are likely to include gap analyses for research, board development, fund raising, and adapting interventions for service populations; and
- The contractors shall disseminate data, including epidemiology, outcome assessment, and other information to providers.

## 3. Training

The contractor shall create or access established curricula for training in areas identified in each region. Trainings that the contractor is required to provide include:

- Community mobilization;
- Harm reduction and HIV prevention;
- Fund-raising; and
- Organizational development.

### B. Advisory Committee

- The contractor shall maintain the established volunteer Statewide African American HIV/AIDS Steering Committee that contains members from the five regions. The interdisciplinary Steering Committee shall be reflective of current epidemiology in composition and include medical providers, researchers, prevention providers, policy makers, CDHS/OA staff, and other disciplines.
- The contractor shall pay the travel expenses for the Steering Committee which shall be included in the budget.
- The contractor shall convene the Steering Committee two times per year.

### C. Staffing

The contractor shall hire staff with experience in African American health issues and experience in providing training and technical assistance. Proposed staffing for the Project will be comprised of the following positions: one full-time Project Coordinator, one half-time researcher, one full-time clerical support staff, and five part-time regional coordinators for each region. Brief job descriptions for all staff involved with the contract should be included in the application. A plan for staff recruitment, training, and supervision shall be submitted to CDHS/OA by the contractor.



#### D. Coordination and Collaboration

- The contractor shall act as the central coordinator of the five regions for service availability, data, information sharing and funding sources to improve the efficacy of local service providers serving African Americans;
- The contractor shall manage the operational and strategic direction of the Project in collaboration with the Statewide African American HIV/AIDS Steering Committee representatives of the five regions;
- The contractor shall facilitate the development of academic and community partnerships that promote healthy lifestyles, prevent disease, and reduce risk factors for HIV/AIDS for African Americans; and
- The contractor shall support the development of self sustaining collaborations in the regions.

#### E. Evaluation and Data Collection

The contractor shall provide an Evaluation Plan that will include process and outcome measures for the technical assistance activities, and process measures for the trainings. The Evaluation Plan must include data collection methods and quality assurance measures.

#### F. Meetings

- The contractor shall plan and facilitate meetings of researchers, health care providers and key stakeholders to facilitate information dissemination on at least an annual basis; and
- The contractor shall meet with CDHS/OA program staff as requested to discuss aspects of the technical assistance activities.

#### G. Time Line

The contractor shall provide a timeline that indicates dates when activities will be accomplished. The timeline should include activities outlined in the Service Directory, Technical Assistance, Training, Advisory Committee, Staffing, Coordination and Collaboration, Implementation, Evaluation and Meetings sections of this Program Category.

#### H. Progress Reports

The contractor shall submit a semi-annual Progress Report that will contain process and outcome measures outlined in the Evaluation Plan. In addition, the Progress Report will include information on the technical assistance activities and trainings conducted. At the conclusion of each fiscal year, a final report will be submitted that will include cumulative data for the year. A template for the Progress Report will be provided by CDHS/OA.

## **VIII. AGENCY CAPABILITY**

The applicant must describe the organization's qualifications to undertake the proposed work. This includes the following:

- Demonstrate at least two years experience providing program or similar services such as those described in the Program Requirements including the cultural competence
- Demonstrate the cultural competence, and sensitivity to social, political and economic factors that impact African Americans' health and wellness (i.e. racism, homophobia and discrimination).
- Demonstrate the agency's facilities have the capacity to provide project services.
- Demonstrate the ability to equip the project with office furniture, computers, printers, copy machines, etc. to support staff and program needs.
- Demonstrate the ability to begin start up and/or implementation immediately upon the effective date of the contract.
- Demonstrate the ability to provide services necessary to the program, including reference and referral, abstracting, cataloging, technical assistance, training, etc.
- Demonstrate the ability to collaborate with diverse organizations on projects relating to the compilation and organization of education and prevention resources; and to coordinate the provision of these services with local, state, and national collaboration.
- Demonstrate at least two years satisfactory performance with administrative, fiscal and programmatic management of government grant funds, including timely and accurate submission of fiscal and program documentation, subcontracts and compliance with all state contract requirements, including audit requirements.
- Demonstrate that programmatic and fiscal staff, including any programmatic subcontractors and consultants, possess the training, skills, and experiences consistent with the program, fiscal, and management needs of the project. The project requires staff skilled in the following areas: program coordination; collaboration with outside agencies; educational and materials resource collection; educational information review; technical assistance; management of web site(s); training and evaluation.
- Describe how the proposed program will be integrated with the agency's current activities.
- The applicant must describe what internal quality controls, internal accounting controls, and budget monitoring procedures will be employed to ensure that deliverables are timely and that fiscal resources are managed responsibly.
- Provide examples of prior projects that demonstrate your organization's ability to provide deliverables on time and to manage fiscal resources responsibly.
- Include a Letter of Intent from proposed subcontractors.

## **IX. APPLICATION SUBMISSION REQUIREMENTS**

Entities intending to submit an application are expected to thoroughly examine the entire contents of this RFA and become fully aware of all the deliverables outlined in this

RFA. Applications are to be developed solely on the material contained in this RFA and any written RFA addendum issued by CDHS/OA.

An original plus three hard copies of the entire application, including attachments, must be submitted to CDHS/OA. Upon award of the contract, a copy of the Scope of Work must be submitted electronically in Microsoft Word 97 or higher.

All forms and attachments that require signatures must be signed in blue ink for inclusion in the original application. The three additional copies may reflect photocopied signatures.

The format must allow at least one-inch margins at the top, bottom, and sides. All pages must be numbered sequentially. The size of the lettering must be at least an 11-point font.

## **X. REQUIRED CONTENT OF APPLICATION**

The following is the order in which sections in the application must be submitted; a brief description of each section to be included is given below:

### **A. Application Cover Sheet**

Complete the technical application cover sheet (Attachment 1 in the Appendix section of this RFA). This sheet will serve as the cover page of the application. If the applicant is a corporation, the signature of the official authorized by the Board of Directors to sign on behalf of the Board must sign this cover letter.

### **B. Table of Contents**

Include a Table of Contents immediately after the cover sheet. The Table of Contents must display appropriate page numbers for each section listed.

### **C. Application Certification Checklist**

Complete the Application Certification Checklist (Attachment 2 in the Appendix section of this RFA). This sheet will serve as the guide to make certain that the application package is complete, and to ensure that the required documents are organized in the correct order.

### **D. Required Forms/Documentation**

1. Agency Information Sheet (Please refer to Attachment 3 in the Appendix section of this RFA).
2. Payee Data Record (Please refer to Attachment 4 in the Appendix section of this RFA).
3. Copy of the most recent independently audited financial report.

### E. Executive Summary

Include an executive summary of up to two pages which describes: the organizational structure, agency's capability, and a brief summary of the proposed program and how it will be integrated with the agency's current activities.

### F. Program Description (up to 15 pages per year; 45 pages total)

Provide a Program Description **for each year, covering January 1, 2007, to December 31, 2009.** Specifically, the period for each fiscal year is:

January 1, 2007 – December 31, 2007

January 1, 2008 – December 31, 2008

January 1, 2009 – December 31, 2009

This section must include complete descriptions of the applicant's plan to carry out the **Program Requirements as described in Section VII** of this RFA. All activities and deliverables described in this RFA must be included in the Program Description. Please write your Program Description specific to the program(s) that you are applying for.

### G. Agency Capability (up to twelve pages total)

This section must include complete descriptions of the **Agency Capability as described in Section VIII** of this RFA.

Include a brief history that includes date of establishment of the agency/organization, examples of past accomplishments, and current projects. The applicant must describe the organization's qualifications to undertake the proposed work. This includes providing the following: (1) a description of the agency's qualifications and a discussion of how the agency meets the experience and skill requirements listed in the Agency Capability section of this RFA, examples which demonstrate the agency's capability and commitment to perform the requirements described in the Program Description section of this RFA; (2) an example that demonstrates the agency's capability and experience in ensuring timely and appropriate implementation of a project; (3) an example that demonstrates the applicant's capability or experience in collaborating with organizations providing HIV prevention and education programs throughout the state; and (4) examples of cultural competence to address the social, political and economic factors that impact African Americans' health and wellness (i.e. racism, homophobia and discrimination).

If subcontractors will be used (consultant or subcontracting agency), identify the added contribution that each would make to the achievement of the objectives of this RFA beyond the resources of the agency. Describe the history and qualifications of the proposed subcontractors identified to undertake the duties required. Please include a Letter of Intent from each proposed subcontractor.

#### H. Project Personnel (up to eight pages total)

Provide an agency organizational chart that indicates:

1. The lines of authority and reporting relationships.
2. Supplemental information that defines how staff will be organized to support major components.
3. State which staff member will support each of the project's components.
4. An explanation of the roles or functions that each staff person performs.

The applicant must describe the personnel policies and procedures which exist within the applicant's organization to assure that well-qualified staff are recruited and hired to do the work, and able to develop and maintain the project. Describe how the project will be staffed. Include, at a minimum, the number of staff, position titles, job descriptions, salary schedules, the number of hours allotted for each staff member assigned to this project, and resumes of project personnel. Include the resumes of key project staff in the appendix section of the application. In addition, the applicant must identify who will have primary responsibility for coordinating the program and who will exercise a major administrative policy role. CDHS/OA reserves the right to approve changes in staffing after a contract is awarded. The applicant should be realistic as to how much time senior members of the applicant's organization will spend on this project.

Applicants who plan to use specially qualified experts as consultants, aside from regular project staff, must identify these individuals and describe the need for hiring a consultant, the specific responsibilities of the consultant, and the number of contracted hours and costs associated with hiring a consultant for the project.

If the project includes a subcontractor(s), the applicant must describe exactly what responsibilities the subcontractor will assume and how his/her performance will be monitored by the applicant.

All subcontractor(s) should be listed by name and address, if applicable, in the application. Notwithstanding the existence of any subcontractors, the selected applicant will be ultimately responsible for performance of all terms and conditions under the resulting contract. CDHS/OA reserves the right to approve changes in subcontractor selection.

#### I. Detailed Budget (no page limit)

Provide a Detailed Budget for each year, covering January 1, 2007, to December 31, 2009.

January 1, 2007 – December 31, 2007  
 January 1, 2008 – December 31, 2008  
 January 1, 2009 – December 31, 2009

The Detailed Budget (sample format in Appendix section of this RFA, Attachment 5) must list the eight categories in the following order: Salaries, Fringe Benefits, Operating Expenses, Expenses, Travel and Per Diem, Subcontractors, Other Costs, and Indirect Costs.

J. Budget Justification Narrative (no page limit)

Provide a Budget Justification Narrative for each year, covering January 1, 2007, to December 31, 2009.

January 1, 2007 – December 31, 2007

January 1, 2008 – December 31, 2008

January 1, 2009 – December 31, 2009

The Budget Justification Narrative should explain and justify in a narrative format each detailed budget line item. For example, the salaries line item should list each position that is funded under this budget. If known, include the actual staff name. Include a brief explanation of each position's major responsibilities. This line item should also include a description and justification of the duties and responsibilities of each position, and the time allocation. For the operating expenses category, provide a general description of expenses included in the budget line item. Each line item in the Budget Justification Narrative should include subtotals and totals that match the Detailed Budget.

See Attachment 6 in the Appendix section of this RFA for a description of what each line item should include.

## **XI. APPLICATION SUBMISSION INSTRUCTIONS**

An original plus three hard copies of the entire application, including attachments, must be submitted to CDHS/OA.

Applications must be received by CDHS/OA no later than **5 p.m. on November 15, 2006**, at the address below.

<b>Express Mail Address</b>
California Department of Health Services Office of AIDS MS 7700 1616 Capitol Avenue, Suite 616 Sacramento, CA 95814 RFA 2007-09 Attn: Reggie Caldwell

**Only applications that are sent by Express Mail will be accepted.** Hand delivery, facsimile, USPS or e-mail will not be accepted.

## XII. APPLICATION EVALUATION PROCESS

Shortly after the application submission deadline, CDHS/OA will evaluate each application to determine the responsiveness to RFA requirements. Applications found to be non-responsive at any stage of the evaluation, for any reason, will be rejected from further consideration. **Late applications will not be reviewed.** Late applications will be returned to the applicant.

CDHS/OA may reject any or all applications and may waive any immaterial defect in any application. CDHS/OA's waiver of any immaterial defect shall in no way excuse the applicant from full compliance with the contract terms if the applicant is awarded the contract.

### A. Grounds for Rejection

Circumstances that will cause an application package to be deemed non-responsive include:

1. The application is received after the deadline set forth in this RFA.
2. Applicant failed to submit a Letter of Intent by the deadline required by this RFA.
3. Failure of the applicant to complete and sign all required forms and attachments as instructed in this RFA or as instructed in the attachments.
4. Failure to meet format or procedural submission requirements.
5. Applicant provides inaccurate, false, or misleading information or statements.
6. Applicant is unwilling or unable to fully comply with proposed contract terms.
7. Applicant supplies cost information that is conditional, incomplete, or contains any unsigned material, alterations, or irregularities.
8. Applicant does not meet the minimum qualifications set forth in this RFA.

CDHS/OA may, at its sole discretion, correct any obvious mathematical or clerical errors.

CDHS/OA reserves the right to reject any or all applications without remedy to the applicants. There is no guarantee that a contract will be awarded after the evaluation of all applications if, in the opinion of CDHS/OA, none of the applications meet CDHS/OA's needs.

### B. Application Review Process

Applications that meet the format requirements and minimum qualifications and that contain all of the required forms and documentation, will be submitted to an evaluation committee assembled by CDHS/OA who will assign numeric scores to each responsive application. Each application will be reviewed and scored based upon the adequacy and thoroughness of its response to CDHS/OA's needs and the RFA requirements.

Five evaluation criteria are shown below along with the maximum number of points possible. Application scores may range from 0-100 points.

Only applications receiving a score of 70 points or more will be considered for funding. Applications receiving a score of less than 70 points will be considered technically deficient and will not be considered for funding. There is no guarantee that scoring above 70 will result in funding or funding at the level indicated.

<u>Category</u>	<u>Maximum</u>
Program Description	40 points
Agency Capability	25 points
Project Personnel	15 points
Budget and Budget Justification	20 points
<b>Total</b>	<b>100 points</b>

### C. Application Evaluation Criteria

Examples of specific evaluation criteria, which will be used to score each responsive application, include the following:

#### ***Program Description***

Maximum Score: 40 Points

- To what extent are the activities clear, measurable, appropriate, and have realistic and achievable timelines for the proposed work?
- To what extent is the implementation of the activities adequately described in the Program Description?
- To what extent does the applicant describe outcomes and adequately describe methods of evaluating the process and/or outcomes?

#### ***Agency Capability***

Maximum Score: 25 points

- To what extent does the applicant and its proposed subcontractors demonstrate the ability of the applicant's organization to undertake the proposed work?
- To what extent does the applicant and its proposed subcontractors demonstrate the cultural competence, and sensitivity to social, political and economic factors that impact African Americans' health and wellness (i.e. racism, homophobia and discrimination)?
- To what extent does the applicant its proposed subcontractors demonstrate capability and experience in ensuring timely and appropriate implementation and ongoing objectives of the project?



- To what extent does the applicant's internal quality controls, internal fiscal accounting controls, and budget monitoring procedures appear adequate to manage a project of this size and type, and does the applicant's examples of similar or prior experiences adequately demonstrate the applicants ability to provide deliverables in a timely manner, and to demonstrate the applicant's ability to manage fiscal resources responsibly?

### ***Project Personnel***

Maximum Score: 15 Points

- To what extent does the applicant adequately demonstrate that personnel policies and practices assure that well qualified staff are hired and retained for positions? Do the resumes provided by the applicant delineate the extent of the qualifications for the proposed staff, and are the proposed staff appropriate for this project?
- To what extent does the applicant adequately describe how the project will be organized and staffed? If subcontractors are proposed, are subcontractor responsibilities outlined and does the applicant describe how the subcontractor's performance will be monitored?

### ***Detailed Budget and Budget Justification Narrative***

Maximum Score: 20 Points

- To what extent is the Detailed Budget reasonable for the proposed quantity and quality of activities in the Program Description, and does the Budget Justification Narrative provide the level of detail requested in this RFA? Attachments 5 and 6 provide samples of a detailed budget format and budget narrative descriptions.

## **XIII. PRE-DECISIONAL SITE VISITS**

In the event that multiple applicants scores are in close proximity, CDHS/OA may conduct Pre-Decisional Site Visits to those applicants. The visits will be conducted by a subcommittee of the review panel and will address issues of agency capacity, competence and readiness to fulfill the activities outlined in an applicant's submission.

## **XIV. NOTIFICATION OF INTENT TO AWARD**

A written notification of the State's intent to award a contract for each statewide HIV/AIDS/STD education and prevention program will be mailed **December 1, 2006**, to all applicants notifying them of the identity of the applicant selected for each specific statewide HIV/AIDS/STD education and prevention program.

## **XV. DISPOSITION AND OWNERSHIP OF THE APPLICATION**

All materials submitted in response to this RFA will become the property of the CDHS/OA and, as such, are subject to the Public Records Act (Government Code Section 6250, et seq.). CDHS/OA shall have the right to use all ideas or adaptations of the ideas contained in any application received. The selection or rejection of an application will not affect this right. Within the constraints of applicable law, CDHS/OA shall use its best efforts not to publicly release any information contained in the applications which may be privileged under Evidence Code 1040 (privileged official record) and 1060 (privileged trade secret) and which is clearly marked "Confidential" or information that is protected under the Information Practices Act.

## **XVI. CONTRACT AWARD APPEAL PROCEDURES**

An applicant who has submitted an application and was not funded may file an appeal with CDHS/OA. Appeals must state the reason, law, rule, regulation, or practice that the applicant believes has been improperly applied in regard to the evaluation or selection process. There is no appeal process for applications that are submitted late or are incomplete.

Appeals shall be limited to the following grounds:

1. CDHS/OA failed to correctly apply the standards for reviewing the format requirements or evaluating the applications as specified in the RFA.
2. CDHS/OA failed to follow the methods for evaluating and scoring the applications as specified in the RFA.

Appeals must be sent by express mail, and received by CDHS/OA by **5 p.m. on December 15, 2006**, at the following address. Hand delivery, facsimile, USPS or e-mail will not be accepted.

<b>Express Mail Address</b>
Kevin Farrell, LCSW, Chief HIV Education and Prevention Services Branch Office of AIDS California Department of Health Services MS 7700 1616 Capitol Avenue, Suite 616 Sacramento, CA 95814 RFA 2007-09 Appeal

At his sole discretion, the Chief of the HIV Education and Prevention Services Branch, or his designee, may hold an appeal hearing with each appellant and then come to a decision based on the combination of the written appeal letter and the evidence presented at the hearing. The decision of the Chief of the HIV Education and Prevention Services Branch, or his designee, shall be the final remedy. Appellants will

be notified in writing within 15 days of their hearing date or the consideration of the written appeal letter if no hearing is held.

CDHS/OA reserves the right to award the contract when it believes that all appeals have been resolved, withdrawn, or responded to the satisfaction of CDHS/OA.

## **XVII. MISCELLANEOUS RFA INFORMATION**

The issuance of this RFA does not constitute a commitment by CDHS/OA to award a contract. CDHS/OA reserves the right to reject any or all applications or to cancel this RFA if it is in the best interest of CDHS/OA to do so.

The award of a contract by CDHS/OA to an entity that proposes to use subcontractors for the performance of work under the resulting contract shall not be interpreted to limit the CDHS/OA's right to approve the selection of subcontractors.

In the event a contract is entered into, but later terminated, CDHS/OA may enter into a contract with the available entity or organization having the next highest score in the evaluation process and so on for completing the remaining contract work.

In the case of any inconsistency or conflict between the provisions of the resulting contract, this RFA, addenda to this RFA, and an applicant's response, such inconsistencies or conflicts will be resolved by first giving precedence to the contract, then to this RFA, any addenda, and last to the applicant's response.

As provided under the Public Contract Code governing contracts awarded by competitive bid, CDHS/OA reserves the right, after contract award, to amend the resulting contract as needed throughout the term of the contract to best meet the needs of all parties.

## **XVIII. CONTRACT TERMS AND CONDITIONS**

The successful applicant must enter into a contract that may incorporate, by reference, this RFA as well as the applicant's response to this RFA, program description, detailed budget, and standard State contract provisions. Please refer to Attachment 7 for a Sample Contract. It is suggested that applicants carefully review this Sample Contract for any impact on your application and/or to determine if the agency will be able to comply with the stated terms and conditions, as little or no deviation from their contents will be allowed.

All successful applicants must adhere to the Centers for Disease Control and Prevention requirements regarding the establishment of an educational materials review and approval process. Each applicant will be required to identify a Program Review Panel to review and approve all HIV/AIDS/STD educational printed or electronic materials, pictorials, and audiovisuals. Program Review Panels should include at least five individuals that represent a reasonable cross-section of the general population.

Panels that review materials intended for a specific audience should draw upon expertise of individuals that can represent the community served, and an awareness of the cultural sensitivities and the language of the intended audience in order to consider the appropriateness of the messages. The applicant must keep on file for CDHS/OA's review, documentation regarding each piece of educational material reviewed and approved by the Program Review Panel. In addition to printed materials, applicants are required to inform Internet users of the content and nature of information that is contained on a website funded under this RFA.

Individual meetings with CDHS/OA and each selected contractor shall take place within 60 days after release of the Notice of Intent to Award. The purpose of the meetings will be to assure a common understanding of contract purposes, terms, budgets, timelines, and related issues.

Refer to Attachment 7, Sample Contract, for additional contractual information.

## **APPENDIX**

Attachment 1:	Application Cover Sheet
Attachment 2:	Application Certification Checklist
Attachment 3:	Agency Information Sheet
Attachment 4:	Payee Data Record
Attachment 5:	Sample Detailed Budget
Attachment 6:	Budget Narrative Descriptions
Attachment 7:	Sample Contract

APPLICATION COVER SHEET

**APPLICATIONS DUE NOVEMBER 15, 2006**

**LATE APPLICATIONS WILL NOT BE ACCEPTED**

1. Full legal name of applicant's agency: \_\_\_\_\_
2. Physical Location Address: \_\_\_\_\_  
City/County: \_\_\_\_\_ Zip Code: \_\_\_\_\_
3. Mailing address: \_\_\_\_\_  
City/County: \_\_\_\_\_ Zip Code: \_\_\_\_\_
4. Telephone (\_\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_\_) \_\_\_\_\_
5. E-Mail address: \_\_\_\_\_
6. Federal Taxpayer Identification Number: \_\_\_\_\_
7. The undersigned hereby affirms that the statements contained in the application package are true and complete to the best of the applicant's knowledge and accepts as a condition of a Contract, the obligation to comply with the applicable state and federal requirements, policies, standards and regulations. The undersigned recognizes that this is a public document and open to public inspection.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Type or print Name and Title of Authorized Representative

## ATTACHMENT 2

### APPLICATION CERTIFICATION CHECKLIST

Applicant's Name: \_\_\_\_\_

Use this checklist to make certain your application package is complete. Enter a yes for each item provided and submit a copy of the completed checklist with your application. A negative response to any item will deem your application non-responsive. Organize your application in the same order identified in Section X of this RFA.

- | <u>Yes/No</u>               | <u>Items Included in Application</u>   |
|-----------------------------|--|
| A. <input type="checkbox"/> | Application Cover Sheet ( <b>Attachment 1</b> )  |
| B. <input type="checkbox"/> | Table of Contents  |
| C. <input type="checkbox"/> | Application Certification Checklist ( <b>Attachment 2</b> )  |
| D. <input type="checkbox"/> | Required Forms Section (attach these forms to each application)  |
|                             | <input type="checkbox"/> Agency Information Sheet ( <b>Attachment 3</b> )                                      |
|                             | <input type="checkbox"/> Payee Data Record ( <b>Attachment 4</b> )   |
|                             | <input type="checkbox"/> Copy of the most recent independently audited financial report                        |
| E. <input type="checkbox"/> | Executive Summary  |
| F. <input type="checkbox"/> | Program Description  |
| G. <input type="checkbox"/> | Agency Capability  |
| H. <input type="checkbox"/> | Project Personnel  |
|                             | <input type="checkbox"/> Resumes of key project personnel included in the Appendix section of the application. |
| I. <input type="checkbox"/> | Detailed Budget  |
| J. <input type="checkbox"/> | Budget Justification Narrative   |
| <input type="checkbox"/>    | <b>One Original and four (4) complete copies</b>   |

I hereby certify that all the above required elements of my application, including the attachments and other appendices material, are attached and in the above order.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

For State Use Only: Contract # \_\_\_\_\_

## Agency Information Sheet

Contractor Name: \_\_\_\_\_

**Agency Director:**

NAME:		Phone No.: (    )
TITLE:	ORGANIZATION:	
E-MAIL ADDRESS:		
ADDRESS:		
CITY/STATE/ZIP CODE:		FAX: (    )

**Agency Fiscal Officer (Fiscal Agent)**

NAME:		Phone No.: (    )
TITLE:	ORGANIZATION:	
E-MAIL ADDRESS:		
ADDRESS:		
CITY/STATE/ZIP CODE:		FAX: (    )

**Agency Official with Board Authority to Commit Agency to an Agreement & Sign Contract**

NAME:		Phone No.: (    )
TITLE:	ORGANIZATION:	
E-MAIL ADDRESS:		
ADDRESS:		
CITY/STATE/ZIP CODE:		FAX: (    )

**Project Director or Contact Person (if different from Director)**

NAME:		Phone No.: (    )
TITLE:	ORGANIZATION:	
E-MAIL ADDRESS:		
ADDRESS:		
CITY/STATE/ZIP CODE:		FAX: (    )

**Please notify the Office of AIDS of any changes to this information.**



**PAYEE DATA RECORD****(Required in lieu of IRS W-9 when doing business with the State of California)**

STD 204 (Rev. 2-2000)

**Note: Governmental Entities, federal, state, and local (including school districts) are not required to submit this form.**

SECTION 1 must be completed by the requesting state agency before forwarding to the payee

<b>1</b>  <b>PLEASE RETURN TO:</b>	DEPARTMENT/OFFICE Department of Health Services/Office of AIDS <hr/> STREET ADDRESS MS 7700, P.O. Box 997426 <hr/> CITY, STATE, ZIP CODE Sacramento, CA 95899-7426 <hr/> TELEPHONE NUMBER (916) 449-5900	<b>PURPOSE:</b> Information contained in this form will be used by state agencies to prepare Information Returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments.  <b>(See Privacy Statement on Page 2)</b>								
<b>2</b>	PAYEE'S BUSINESS NAME  <hr/>									
	<hr/> MAILING ADDRESS (Number and Street or P.O. Box Number)  <hr/> (CITY, STATE, and ZIP CODE)									
<b>3</b>  <b>PAYEE ENTITY INFORMATION</b>	<b>CHECK ONE BOX ONLY</b>  <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> <b>LEGAL CORPORATION</b>  <input type="checkbox"/> <b>MEDICAL CORPORATION</b>  <input type="checkbox"/> <b>EXEMPT CORPORATION (Non-profit)</b>  <input type="checkbox"/> <b>ALL OTHER CORPORATIONS</b>  FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN)      -               </div> <div style="width: 48%;"> <input type="checkbox"/> <b>PARTNERSHIP</b>  <input type="checkbox"/> <b>ESTATE OR TRUST</b> </div> </div> <hr/> <input type="checkbox"/> <b>INDIVIDUAL SOLE PROPRIETOR</b> SOCIAL SECURITY NUMBER      OWNER'S FULL NAME       -     -              _____	<b>NOTE:</b> State and local governmental entities, including school districts are not required to submit this form.  <b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.								
<b>4</b>  <b>PAYEE RESIDENCY STATUS</b>	<b>CHECK APPROPRIATE BOX(ES)</b>  <input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA. <input type="checkbox"/> Nonresident <b>(See Page 2)</b> . Payments for services by nonresidents may be subject to state withholding.  <input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED <input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA	<b>NOTE:</b>  <b>a.</b> An estate is a resident if decedent was a California resident at time of death.  <b>b.</b> A trust is a resident if at least one trustee is a California resident. <b>(See Page 2)</b>								
<b>5</b>  <b>CERTIFYING SIGNATURE</b>	<p><b><i>I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.</i></b></p> <hr/> <table border="1" style="width: 100%;"> <tr> <td colspan="2" data-bbox="261 1797 919 1875"> AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) </td> <td colspan="2" data-bbox="919 1797 1546 1875"> TITLE </td> </tr> <tr> <td data-bbox="261 1875 919 1948"> SIGNATURE </td> <td data-bbox="919 1875 1211 1948"> DATE </td> <td colspan="2" data-bbox="1211 1875 1546 1948"> TELEPHONE NUMBER </td> </tr> </table>		AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)		TITLE		SIGNATURE	DATE	TELEPHONE NUMBER	
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)		TITLE								
SIGNATURE	DATE	TELEPHONE NUMBER								

## PAYEE DATA RECORD

STD 204 (Rev. 2-2000) (Page 2)

### ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the State of California must indicate their residency status along with their taxpayer identification number.

A **corporation** will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For **individuals/sole proprietors**, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a **partnership** is considered a resident partnership if it has a permanent place of business in California. As estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call	1-800-852-5711
From outside the United States, call	1-916-845-6500
For hearing impaired with TDD, call	1-800-822-6268

### ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident vendors, including corporations, individuals, partnerships, estates and trusts, are subject to withholding. Nonresident vendors performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the vendor are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

Franchise Tax Board  
Nonresident Withholding Section  
Attention: State Agency Withholding Coordinator  
P.O. Box 651 Sacramento, CA 95812-0651  
Telephone: (916) 845-4900  
FAX: (916) 845-4831

**If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.**

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## PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State must provide their Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109. The TIN for individual and sole proprietorships is the Social Security Number (SSN).

It is mandatory to furnish the information requested. Federal law requires that payments for which the requested information is not provided be subject to a 31% withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

Please call the Department of Finance, Fiscal Systems and Consulting Unit at (916) 324-0385 if you have any questions regarding this Privacy Statement. Questions related to residency or withholding should be referred to the telephone numbers listed above. All other questions should be referred to the requesting agency listed in Section 1 on page 1.

**DETAILED BUDGET**  
Term: January 1/July 1, 200\_ to June 30, 200\_

A. Salaries (contractor's staff only; include more rows if applicable)

	Salary	percent of time	# months	Amount
Position #1 (include staff name if known)	\$x,xxx	xx%	xx	\$xx,xxx
Position #2	\$x,xxx	xx%	xx	\$xx,xxx
Position #3	\$x,xxx	xx%	xx	\$xx,xxx
Total Salaries				\$_____

B. Fringe Benefits \$\_\_\_\_\_

C. Operating Expenses (include more rows if applicable)

General expense	\$xx,xxx
Incentives	\$xx,xxx
Facilities Operations	\$xx,xxx
Total Operating Expenses	\$_____

D. Equipment \$\_\_\_\_\_

Itemize

E. Travel and Per Diem \$\_\_\_\_\_

F. Subcontractors

Subcontract #1 (include detail budget)	\$xx,xxx
Subcontract #2 (include detail budget)	\$xx,xxx
Total subcontractors	\$_____

G. Other Costs \$\_\_\_\_\_

Itemize

H. Indirect Costs \$\_\_\_\_\_

(limited to 15% of the total of A. Personnel plus B. Fringe Benefits)

Total Budget \$

## Budget Narrative Description

### A. Salaries

List each position that is funded under this budget. If known, include the actual staff name. Include a brief explanation of each position's major responsibilities.

List personnel line items by job category. Indicate the salary range for each personnel line item. Identify if the range is a monthly, bi-weekly, or hourly rate. Also identify the percent of time the position will be utilized in the contract (e.g., 20 hours in a 40 hour work week is 50 percent of time). In the case of an hourly paid employee(s), indicate the total number of hours for the year instead of percent of time. The last column to the right identifies the total amount requested for each personnel line item and cannot exceed the total for the top range.

Personnel classifications and/or professional disciplines must be appropriate to the management and operation of the specific project described in the SOW. Duty statements must be available for all project personnel and must be maintained by the Contractor for review by the OA program consultant. Subtotal all salary costs.

### B. Benefits

Identify the percentage and amount of employee benefits requested for the contract. Subtotal all benefit costs.

### C. Operating Expenses

This category should include three line items: general expenses, travel/per diem, and facilities operations. The general expense line item includes costs such as: office supplies, educational materials, telephone, staff development, printing. The travel and per diem reimbursements must follow the State of California, Department of Personnel Administration rates (refer to the Sample Contract in the Appendix section of this RFA, Attachment 7). The least expensive mode of transportation must always be used. Travel must correspond to the geographical boundaries and needs of the project. The facilities operations line item must indicate the total square footage and cost per square foot that is requested for this contract.

### D. Equipment

Explain the nature and use of equipment purchases. This line item must identify equipment purchases, their unit cost and the life expectancy of the unit.

Equipment and furniture purchased through a contract with OA is the property of the state and must be reported to OA. Leasing options should be explored whenever possible.

E. Travel and Per Diem

Explain and justify items included in this line. Briefly summarize the rationale and assumption used in estimating the cost for each item.

F. Subcontractors

This line item must identify the subcontractors and consultants included as part of the contract. List each subcontractor that is funded under this budget. Explain the method of how the subcontractor was or will be selected. Include a brief explanation of each subcontractor's major responsibilities.

G. Other Costs

Explain and justify any other costs that do not fit in another line.

H. Indirect Costs

Identify the percentage of total personnel costs (A) and fringe benefit costs (B) that will be claimed as indirect expenses. This line item is to cover utilities, insurance, auditing, payroll service, etc. Explain and justify items included in this line. Briefly summarize the rationale and assumption used in estimating the cost for each item. **The maximum percentage that can be claimed for indirect expenses is 15 percent of the total of Personnel Costs (A) plus Fringe Benefits (B).**

REGISTRATION NUMBER

AGREEMENT NUMBER

**05-XXXXX**

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

(Also referred to as CDHS, DHS, or the State)

**California Department of Health Services**

CONTRACTOR'S NAME

(Also referred to as Contractor)

**Contractor's Name**

2. The term of this **July 1, 2006** through **June 30, 2009**  
Agreement is:

3. The maximum amount **\$ XXXXXX**  
of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	Pages 2-5
Exhibit B – Budget Detail and Payment Provisions	Pages 6-9
Exhibit B, Attachment I – Budget (Year 1)	Page 10
Exhibit B, Attachment II – Budget (Year 2)	Page 11
Exhibit B, Attachment III – Budget (Year 3)	Page 12
Exhibit B, Attachment IV – Invoice Format	Page 13
Exhibit B, Attachment V – Advance Payment Provisions	Pages 14-18
Exhibit C * – General Terms and Conditions	Pages 19-26
Exhibit D(F) – Special Terms and Conditions (Attached hereto as part of this agreement)	<u>See (*) below</u>
Notwithstanding provisions 5, 6, 15, 16, 22, 23, 27, and 30 which do not apply to this agreement.	
Exhibit E – Additional Provisions	Pages 27-29
Exhibit F – Contractor's Release	Page 30
Exhibit G – Travel Reimbursement Information	Pages 31-32

Items shown above with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

**California Department of Health Services**

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Edward Stahlberg, Chief, Program Support Branch**

ADDRESS

**1501 Capitol Avenue, Suite 71.2101, MS 1403, P.O. Box 997413  
Sacramento, CA 95899-7413**

**California Department of  
General Services Use Only**

☐ Exempt per:

Contractor Name  
XX-XXXXX

## Exhibit A Scope of Work

### 1. Service Overview

Contractor agrees to provide to the Department of Health Services (DHS) the services described herein.

### 2. Service Location

The services shall be performed at \_\_\_\_\_.

### 3. Service Hours

The services shall be provided during \_\_\_\_\_.

### 4. Project Representatives

A. The project representatives during the term of this agreement will be:

Department of Health Services	Contractor
[Enter Name of DHS Contract Manager] Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX E-mail: XXXXXXXX@dhs.ca.gov	[Enter Name of Contractor's Contract Manager] Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX E-mail: XXXXXXXX@XXXXXXX

B. Direct all inquiries to:

Department of Health Services	Contractor
Office of AIDS Attention: Mail Station Code 7700 1616 Capitol Avenue, Suite 616 P.O. Box Number 997426 Sacramento, CA 95899-7426  Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX E-mail: XXXXXXXX@dhs.ca.gov	Section or Unit Name (if applicable) Attention: [Enter name, if applicable] Street address & room number, if applicable P.O. Box Number (if applicable) City, State, Zip Code  Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX E-mail: XXXXXXXX@XXXXXXX

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

**Exhibit A**  
**Scope of Work****5. Allowable Informal Scope of Work Changes**

- A. The Contractor or the State may propose informal changes or revisions to the activities, tasks, deliverables and/or performance time frames specified in the Scope of Work, provided such changes do not alter the overall goals and basic purpose of the agreement.
- B. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of contract deliverables and modifications to anticipated completion/target dates.
- C. Informal SOW changes processed hereunder, shall not require a formal agreement amendment, provided the contractor's annual budget does not increase or decrease as a result of the informal SOW change.
- D. Unless otherwise stipulated in this agreement, all informal SOW changes and revisions are subject to prior written approval by the State.

**6. Subcontract Requirements**

- A. This provision replaces and supersedes provision 5 of Exhibit D(F).
- B. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in paragraph B(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
  - 1) The Contractor must provide in its request for authorization, all particulars necessary for evaluating the necessity or desirability of incurring such cost.
  - 2) The State may identify the information needed to fulfill this requirement.
  - 3) Subcontracts performed by the entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - a. A local governmental entity or the federal government,
    - b. A State college or university from any State,
    - c. A Joint Powers Authority,
    - d. An auxiliary organization of a California State University or a California Community college,
    - e. A foundation organized to support the Board of Governors of the California Community Colleges,
    - f. An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
    - g. Entities of any type that will provide subvention aid or direct services to the public.
    - h. Entities and/or service types identified as exempt from advertising in State Administrative Manual Section 1233, subsection 3. View this publication at the following Internet address: <http://sam.dgs.ca.gov>,
    - i. Other academic institutions of higher education, or consortia of academic institutions of higher education (including private universities and educational institutes),



**Exhibit A**  
**Scope of Work**

- j. Entities whose name and budgeted costs have been submitted to DHS in response to a competitive Invitation for Bid or Request for Proposal.
- 4) Unless otherwise mandated by the funding agency (i.e., federal government), DHS may only pay the Contractor's overhead charges or indirect costs on the first \$25,000 of each subcontract.
- C. DHS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this agreement.
  - 1) Upon receipt of a written notice from DHS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHS.
- D. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHS. DHS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHS.
- E. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by DHS, make said copies available for approval, inspection, or audit.
- F. Sole responsibility rests with the Contractor to ensure that subcontractors, used in performance of this agreement, are paid in a timely manner. The timeliness of said payments may be affected by the timeliness of payments issued by DHS to the Contractor.
- G. The Contractor is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontract.
- H. When entering into a consulting service agreement with DHS, the Contractor may be required to supply budget detail for each subcontractor and/or each major subcontracted activity under this agreement.
  - 1) Budget detail format and submission requirements will be determined by DHS.
  - 2) Methods of including budget detail in this agreement, if applicable, will be determined by DHS.
  - 3) Any subcontractor budget detail displayed in this agreement, or incorporated by reference, is included for information purposes only. Changes to a subcontractor's identity or budget detail shall not require the processing of a formal amendment to this agreement.
- I. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement.
- J. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHS, to permit DHS or any duly authorized

Contractor Name  
XX-XXXXX

**Exhibit A**  
**Scope of Work**

representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

- K. Unless otherwise stipulated in writing by DHS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this agreement.
- L. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the applicable numbered provisions of this agreement.

- 7. **See the following pages for a detailed description fo the services to be performed. (description of goals, objectives, and activities to be inserted.)**

Contractor's Name  
XX-XXXXX

**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

Department of Health Services  
Office of AIDS  
Invoice Desk  
MS 7700  
PO Box 997426  
Sacramento, CA 95899-7426

- B. Invoices shall:

- 1) Be prepared on company letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
- 2) Bear the Contractor's name as shown on the agreement
- 3) Identify the billing and/or performance period covered by the invoice
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by DHS.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- A. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**2. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**3. Amounts Payable**

- A. The amounts payable under this agreement shall not exceed:

- 1) \$XXX,XXX for the budget period of 09/01/06 through 06/30/07.
- 2) \$XXX,XXX for the budget period of 07/01/07 through 06/30/08.
- 3) \$XXX,XXX for the budget period of 07/01/08 through 06/30/09

Contractor's Name  
XX-XXXXX

**Exhibit B**  
**Budget Detail and Payment Provisions**

- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
- C. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this agreement.

**1. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than **ninety (90)** calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this agreement.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a **"Contractor's Release (Exhibit F)"** acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this agreement.

**5. Allowable Line Item Shifts**

- A. Cumulative line item shifts of up to \$25,000 or 10% of the annual agreement total may be made, whichever is greater, up to a cumulative annual maximum of \$50,000, provided the annual agreement total does not increase or decrease.
- B. Line item shifts meeting this criteria shall not require a formal agreement amendment.
- C. Contractor shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.
- D. Line item shifts may be proposed/requested by either the State or the Contractor.

**6. Progress Payment Withholds**

- A. This provision replaces and supersedes provision 22 of Exhibit D(F).
- B. Progress payments may not be made more frequently than monthly in arrears for work performed and costs incurred in the performance of the agreement. In the aggregate, progress payments may not exceed 90 percent of the total agreement amount, regardless of agreement length.
- C. Ten percent (10%) may be withheld by DHS from each invoice submitted for reimbursement, under the following conditions:

**Exhibit B**  
Budget Detail and Payment Provisions

- 1) For services and costs associated with contractor and/or subcontractor performance that is considered to be of an ongoing nature or performed continuously throughout the term of the agreement.
- 2) For individual services associated with a specific agreement deliverable that has not yet been received or completed in its entirety.
- 3) For individual and/or distinct tasks, work plans, or project activities that have not yet been completed in their entirety.

**D. Release of Amounts Withheld**

As individual and/or distinct tasks, services, work plans, or project activities are completed in their entirety by either the Contractor or Subcontractor and any scheduled/required deliverables or reports are delivered to DHS; then any funds so withheld may be released to the Contractor upon acceptance and/or acknowledgement that all such items have been completed to the full satisfaction of DHS.

**E. Payment Requests Excluded from the 10 Percent (10%) Withhold**

Ten percent (10%) payment withholds shall not be applied to reimbursements or periodic payment requests for direct costs associated with equipment purchases, media buys, operating expense items, and other procurements not directly associated with the Contractor's personal performance.

**7. Advance Payments**

Advance payments are subject to the provisions outlined in Exhibit B, Attachment [IV](#) entitled "Advance Payment Provisions".

**8. Expense Allowability / Fiscal Documentation**

- A. Invoices, received from a Contractor and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to DHS upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. Costs and/or expenses deemed unallowable are subject to recovery by DHS. See provision [9](#) in this exhibit entitled, "Recovery of Overpayments" for more information.

Contractor's Name  
XX-XXXXX

**Exhibit B**  
Budget Detail and Payment Provisions

**9. Recovery of Overpayments**

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State and/or Federal Government by one of the following options:
  - 0) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
  - 0) A repayment schedule which is agreeable to both the State and the Contractor.
- B. The State reserves the right to select which option will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

Contractor's Name  
0X-XXXXX

**Exhibit B - Attachment I**  
**Budget**  
Year 1  
September 1, 2006 through June 30, 2007

A. Personnel	\$	-
B. Fringe Benefits	\$	-
C. Operating Expenses	\$	-
D. Equipment	\$	-
E. Travel	\$	-
F. Subcontracts	\$	-
G. Other Costs	\$	-
H. Indirect Costs	\$	-
<b>Total</b>	<b>\$</b>	<b>-</b>

Contractor's Name  
0X-XXXXX

**Exhibit B - Attachment II**  
**Budget**  
Year 2  
July 1, 2007 through June 30, 2008

A. Personnel	\$	-
B. Fringe Benefits	\$	-
C. Operating Expenses	\$	-
D. Equipment	\$	-
E. Travel	\$	-
F. Subcontracts	\$	-
G. Other Costs	\$	-
H. Indirect Costs	\$	-
<b>Total</b>	<b>\$</b>	<b>-</b>



Contractor's Name  
0X-XXXXX

**Exhibit B - Attachment III**  
**Budget**  
Year 3  
July 1, 2008 through June 30, 2009

A. Personnel	\$	-
B. Fringe Benefits	\$	-
C. Operating Expenses	\$	-
D. Equipment	\$	-
E. Travel	\$	-
F. Subcontracts	\$	-
G. Other Costs	\$	-
H. Indirect Costs	\$	-
	\$	-
<b>Total</b>	<b>\$</b>	<b>-</b>

**MUST BE  
PRINTED ON  
AGENCY  
LETTERHEAD**

**Attachment 7**

**Exhibit B, Attachment IV  
INVOICE FORMAT**

OA Tracking #:

Contractor's Name

0X-XXXXX

OA Date Stamp

Contractor Name (as it appears on the STD 213)

Mailing Address

Contract Number

Period of Service (month / year)

Program Name:

	Amounts
A. Personnel	\$
B. Fringe Benefits	\$
C. Operating Expenses	\$
D. Equipment	\$
E. Travel	\$
F. Subcontracts	\$
G. Other Costs	\$
H. Indirect Costs	\$
<b>TOTAL INVOICE</b>	\$
<b>(LESS ADVANCE PAYMENT - if applicable)</b>	\$
<b>TOTAL AMOUNT PAYABLE</b>	\$

I hereby certify that the amount claimed is accurate and a true representation of the amount owed.

Authorized Signature	Date
Print name of authorized signature	Title

OA Review:

(Initial & Date)

FOR OA USE ONLY

Office of AIDS  
California Department of Health Services  
MS 7700  
P.O. Box 997426  
Sacramento, CA 95899-7426

Exhibit B, Attachment V  
Advance Payment Provisions**1. Advance Payment Authority and Limitation**

- A. Pursuant to Government Code Section 11019, DHS may authorize one annual advance payment each state fiscal year in an amount not to exceed twenty-five percent (25%) of the Contractor's annual contract budget.
- B. If the funding is increased by amendment in any year, DHS may authorize subsequent advance payments on those amounts provided said cumulative advances do not exceed twenty-five percent (25%) of the Contractor's annual contract budget.

**2. Conditions for Receiving an Advance Payment**

No advance payment shall be issued until:

- A. The agreement has been approved and fully executed.
- B. The Contractor has met DHS advance payment eligibility requirements and has submitted proof of eligibility as required by DHS (i.e., proof of nonprofit status and need for advance funds).
- C. The Contractor has obtained a Commercial Blanket Fidelity Bond equal to or in excess of the amount of the advanced funds. The California Department of Health Services shall be the loss payee on said fidelity bond.
- D. The prior year advance payment issued by the funding program under this agreement, if any, has been fully liquidated or repaid in full. At no time may the sum total of any advance payment exceed 25 percent of the total annual agreement amount.

**3. Separate Bank Account / Management of Funds**

- A. Advanced funds received from DHS must be deposited in an account:
  - 1) Managed by a bank or financial institution that is a member of the FDIC.
  - 2) That is interest bearing.
  - 3) Separate from other fund accounts of the Contractor.
- B. Contractor must forward one set of bank signature cards for this account to the DHS Program Contract Manager assigned to this agreement. One copy of any new signature cards must be forwarded to the DHS Program Contract Manager whenever changes are made to the persons named on the bank signature card within the term of the agreement. The bank signature cards must:
  - 1) Be signed by one or more persons in the Contractor's organization who are authorized to withdraw funds.

Contractor's Name  
XX-XXXXX

Exhibit B, Attachment V  
Advance Payment Provisions

- 2) Indicate that Contractor withdrawals shall be by check only.

Contractor withdrawals do not require countersignature by DHS.

- 3) Indicate that DHS withdrawals shall be accompanied by a written DHS directive and be issued by check only and made payable to the California Department of Health Services.

a. Said written directive from DHS shall indicate the Contractor is in default of its contractual obligations or indicate that cancellation or termination of the agreement is imminent or has been initiated.

b. DHS withdrawals do not require countersignature by the Contractor.

- C. The Contractor shall transmit to the DHS Program Contract Manager a copy of an agreement letter from the bank or financial institution in which the bank account is established, clearly setting forth the special character of the account, the responsibilities of the bank thereunder, and whether or not the account is interest bearing. The agreement letter should, at a minimum, indicate:

- 1) DHS' agreement number,
- 2) Name, address of bank or financial institution, and bank account number,
- 3) If the bank or financial institution is a member of the FDIC,
- 4) If the account is interest bearing,
- 5) That the purpose of the account is to only to receive and disburse monies advanced to the Contractor by DHS,
- 6) Contractor shall only make withdrawals by check,
- 7) Bank or financial institution agrees to take the following action upon receipt of a written directive from the California Department of Health Services indicating the agreement has been or will be cancelled or terminated or that the Contractor is in default:
  - a. Withhold further withdrawals from the account by the Contractor and/or its designees, and
  - b. Allow DHS designees, named within the directive, to withdraw any and all funds in the above referenced account by check made payable to the California Department of Health Services.
- 8) Bank disclaimers if deemed appropriate such as the bank will not be responsible for withdrawals meeting the above criteria and/or subsequent use of those funds.

- D. Within thirty (30) calendar days of receiving an advance payment from DHS, the Contractor must:

- 1) Notify DHS in writing that the advanced funds have been placed in an account meeting

Contractor's Name  
XX-XXXXX

Exhibit B, Attachment V  
Advance Payment Provisions

the requirements stipulated in paragraph 3.A. above.

- 2) Submit copies of the account signature cards as indicated in paragraph 3.B. above.
- 3) Submit an agreement letter from the bank or financial institution clearly setting forth the special character of the account as indicated in paragraph 3.C. above.

**4. Fidelity Bond Requirements**

- A. The Contractor must obtain a Commercial Blanket Fidelity Bond equal to the amount of the advanced funds.
- B. The California Department of Health Services shall be the loss payee.
- C. Said Bond shall be maintained until all advanced payments have been fully liquidated, offset, or repaid to DHS.
- D. The Contractor shall submit proof of said documentation to DHS, upon request.

**5. Disbursement of Advanced Funds by DHS**

Advance payments issued by DHS shall be made by check. Checks shall be payable to the Contractor as named on agreement and shall be marked "For Deposit Only".

**6. Use of Advanced Funds**

Advanced funds shall be used solely for the purpose of making payments for allowable costs incurred under the terms and conditions of this agreement.

**7. Returning Interest Earned on Advanced Payments**

- A. Any interest accrued from funds advanced under this agreement shall be identified and returned to DHS by:
  - 1) June 30th of the fiscal year in which the advance was issued, or
  - 2) Prior to the expiration or termination of said agreement if the agreement expires or is terminated prior to June 30th.
- B. Place the following information on the face of the interest warrant:
  - 1) DHS agreement # \_\_\_\_\_
  - 2) Interest Earned on Advance Payment Account -- Fiscal Year \_\_/\_\_.

Contractor's Name  
XX-XXXXX

Exhibit B, Attachment V  
Advance Payment Provisions

C. Label and address each interest warrant as follows:

California Department of Health Services  
Accounting Section  
1501 Capitol Avenue, MS Code 1101  
P.O. Box 997415  
Sacramento, CA 95899-7415

**8. Liquidation of Advanced Funds**

A. Unless otherwise stipulated in this agreement, advanced funds shall be liquidated:

- 1) No later than June 30th of the fiscal year in which the advance was issued, or
- 2) Prior to the expiration or termination date or at the time of termination if the agreement expires or is terminated prior to June 30<sup>th</sup>,
- 3) According to the repayment schedule that is determined by DHS and confirmed in writing to the Contractor.

B. If any advanced funds have not been liquidated upon completion or termination of this agreement, the balance thereof shall be:

- 1) Promptly paid by the Contractor to DHS upon demand, or
- 2) Deducted from any sum otherwise due to the Contractor from DHS, or
- 3) Deducted from any sum that may become due to the Contractor from DHS.

**9. Return / Repayment of Advanced Funds**

A. The Contractor may, at any time, repay all or any part of the Advanced Payment.

B. DHS may, at any time, demand full repayment of any unliquidated balance. Upon receipt of such demand, The Contractor shall promptly repay the unliquidated balance.

**10. Default Provisions**

A. The State, without limiting any rights which it may otherwise have, may in its sole discretion, and upon written notice to the Contractor, withhold further payments under this agreement, and/or demand immediate repayment of the unliquidated balance of any Advance Payment hereunder, and/or withdraw all or any part of the advance payment balance in the identified bank account, and/or terminate this agreement upon occurrence of any of the following events:

- 1) Termination of this agreement.
- 2) A finding by DHS that the Contractor:
  - a. Has failed to observe any of the covenants, conditions, or warranties of this exhibit,

Contractor's Name  
XX-XXXXX

Exhibit B, Attachment V  
Advance Payment Provisions

- b. Has failed to comply with any material provision of this agreement,
  - c. Has failed to make satisfactory progress/performance in completion of the terms and conditions of this agreement,
  - d. Is in such unsatisfactory financial condition as to endanger performance of this agreement,
  - e. Has allocated resources for the performance of this agreement that DHS believes are substantially exceeding the reasonable requirements for performance of this agreement,
  - f. Is delinquent in payment of taxes, subcontractors, or any other cost of performance of this agreement in the ordinary course of business.
- B. Appointment of a trustee, receiver or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization arrangement of liquidation proceedings by or against the Contractor.
- C. Service of any writ of attachment, levy, or execution or commencement of garnishment proceedings.
- D. The commission of an act of bankruptcy.

GTC 1005

## EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.



8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (Pub. Contract Code §§ 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 1005 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

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CCC-1005

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible

for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required

by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS**: For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**Exhibit E**  
Additional Provisions**1. Contract Amendments**

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

**2. Cancellation / Termination**

- A. This agreement may be cancelled by DHS without cause upon 30 calendar days advance written notice to the Contractor.
- B. DHS reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if DHS substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in DHS' notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

**3. Use of Disabled Veteran Business Enterprises (DVBE)**

(Applicable to agreements valued at \$10,000 or more in which actual DVBE goal participation was achieved. Not applicable to agreements and amendments administratively exempted from DVBE requirements by DHS.)

- A. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.
- B. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this agreement by this reference.
- C. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by DHS, in writing, prior to using a substituted subcontractor.



Contractor's Name  
XX-XXXXX

**Exhibit E**  
Additional Provisions

- D. Requests for substitution must be approved by the program funding this agreement and must include:
- 1) A written explanation of the reason for the substitution.
  - 2) A written description of the business enterprise that will be substituted, including its DVBE certification status.
  - 3) If applicable, the reason a non-DVBE subcontractor is proposed for use.
  - 4) A written description of the work to be performed by the substituted subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.
- E. If requested by DHS, Contractor agrees to provide verification, in a form agreed to by DHS, that DVBE subcontractor participation under this agreement is in compliance with the goals specified at the time of contract award or in an applicable amendment.

**4. Dispute Resolution Process**

- A. This provision replaces and supersedes provision 15 of Exhibit D(F).
- B. If the Contractor believes there is a dispute or grievance between Contractor and DHS, both parties shall follow the two-step procedure outlined below.
- 1) The Contractor should first discuss the problem informally with the DHS program contract manager. If the problem cannot be resolved at this stage, the Contractor must direct the grievance together with any evidence, in writing, to the program Section Chief. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Section Chief must make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Section Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Section Chief's decision, the Contractor may appeal to the second level.
  - 2) The Contractor must prepare a letter indicating why the Section Chief's decision is unacceptable, attaching to it the Contractor's original statement of the dispute with supporting documents along with a copy of the Section Chief's response. This letter shall be sent to the Division Chief of the division in which the section is organized within ten (10) working days from receipt of the Section Chief's decision. The Division Chief or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Division Chief or designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter.

**5. Priority Hiring Considerations**

(Applicable to agreements in excess of \$200,000)

- A. Contractor agrees that it shall give priority consideration in filling vacancies in positions funded by this agreement to qualified recipients of aid under Chapter 2 (commencing with Section

Contractor's Name  
XX-XXXXX

**Exhibit E**  
Additional Provisions

11200) of Part 3 of Division 9 of the Welfare and Institutions (W&I) Code, in accordance with Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the W&I Code.

B. This provision shall not be construed to do any of the following:

- 1) Interfere with or create a violation of the terms of valid collective bargaining agreements
- 2) Require the Contractor to hire an unqualified recipient of aid
- 3) Interfere with, or create a violation of, any federal affirmative action obligation of a contractor for hiring disabled veterans or veterans of the Vietnam era
- 4) Interfere with, or create a violation of, the requirements of Section 12990 of the Government Code implementing the State of California's nondiscrimination laws.

**6. Avoidance of Conflicts of Interest by Contractor**

- A. DHS intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, DHS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to DHS review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract.
  - 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If DHS is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by DHS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHS and cannot be resolved to the satisfaction of DHS, the conflict will be grounds for terminating the contract. DHS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

## **Contractor's Release**

### **Instructions to Contractor:**

**With final invoice(s) submit one (1) original and one (1) copy.** The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

### **Submission of Final Invoice**

Pursuant to **contract number** \_\_\_\_\_ entered into between the State of California Department of Health Services (DHS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** \_\_\_\_\_, in the **amount(s) of \$** \_\_\_\_\_ and **dated** \_\_\_\_\_.  
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

### **Release of all Obligations**

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

### **Repayments Due to Audit Exceptions / Record Retention**

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment, will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

### **Recycled Product Use Certification**

By signing this form, Contractor certifies under penalty of perjury that a percentage (0% to 100%) of the materials, goods, supplies or products offered or used in the performance of the above referenced contract meets or exceeds the minimum percentage of recycled material, as defined in Public Contract Code Sections 12161 and 12200.

### **Reminder to Return State Equipment/Property (If Applicable)**

(Applies only if equipment was provided by DHS or purchased with or reimbursed by contract funds)

Unless DHS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHS, at DHS's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

### **Patents / Other Issues**

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

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**ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE**

Contractor's Legal Name (as on contract): \_\_\_\_\_

Signature of Contractor or Official Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title of Person Signing: \_\_\_\_\_

**DHS Distribution:**    Accounting (Original)    Program

### Travel Reimbursement Information

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. *The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.*
  - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. *Exceptions to DPA lodging rates may be approved by DHS upon the receipt of a statement on/with an invoice indicating that such rates are not available.*
  - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. *Headquarters may be individually established for each traveler and approved verbally by the program funding the agreement. Verbal approval shall be followed up in writing or email.*
  - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on page 2 of this exhibit to determine the reimbursement allowance. All lodging must be receipted. If contractor does not present receipts, lodging will not be reimbursed.

(1) Lodging (with receipts):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 plus tax

Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with the advance approval of the Deputy Director of the Department of Health Service or his or her designee. Receipts are required. *Receipts from Internet lodging reservation services such as Priceline.com, which require prepayment to that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.*

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental expenses	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel *is necessitated by the scope or statement of work* and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior *DHS written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).*
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this *exhibit*.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

## Travel Reimbursement Information

## Exhibit 7 (Continued)

2. If any of the reimbursement rates stated herein are changed by the Department of Personnel Administration, no formal contract amendment will be required to incorporate the new rates. However, DHS shall inform the contractor, in writing, of the revised travel reimbursement rates.
3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his or her car for transportation, the rate of pay will be **34 cents** maximum per mile. If the contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles they may claim a rate of **37 cents** per mile. If a contractor uses his or her car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the state. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. *Travel expense reimbursement* detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. *Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.*
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

### Travel Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Travel begins at 6:00 a.m. or earlier and continues until 9:00 a.m. or later.	Breakfast
Less than 24 hours	<ul style="list-style-type: none"> <li>Travel period ends at least one hour after the regularly scheduled workday ends, or</li> <li>Travel period begins prior to or at 4:00 p.m. and continues beyond 7:00 p.m.</li> </ul>	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends.	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8:00 a.m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2:00 p.m.	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7:00 p.m.	Dinner

7. *At DHS' discretion, changes or revisions made by DHS to this exhibit, excluding travel policy established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DHS program policy.*